

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 03-099**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **Two (2) Each 80 H.P. Utility Tractor**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, April 2, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL**  
**SPECIFICATION NO. 03-099**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, APRIL 2, 2003**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Each 80 H.P. Utility Tractor Manufacture _____ Model _____	2 each	\$ _____	\$ _____
2.	Option: Quick attach/detach factory loader complete as specified	2 each	\$ _____	\$ _____

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-099**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No. FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

## EQUIPMENT SPECIFICATIONS

### 80 HORSE POWER UTILITY TRACTOR

#### 1. APPLICATION

- 1.1 This tractor will be utilized by the City of Lincoln in various programs, including powering 15' pull-type folding wing mowers, 10' hydraulic reversible snow plow, hydraulic auger and loader operations.

#### 2. MODEL

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example models: John Deere 6000 Series New Holland TS Series
- 2.3 Bidders are cautioned to read the specifications carefully. The specifications may include special requirement not commonly offered by the manufactures.

Meets Specs.

Yes No

3.	<u>ENGINE</u>
___	3.1 Turbo charged diesel engine, four cylinder, water cooled.
___	3.2 80 PTO horsepower minimum.
___	3.3 238 cubic inches minimum.
___	3.4 Hand and foot throttle.
___	3.5 Dry-type dual stage air cleaner.
___	3.6 Tilt-up hood with hood guard.
___	3.7 Full-flow oil filter.
___	3.8 Fuel filter and water separator.
___	3.9 12 volt electrical system.
___	3.10 Heavy-duty cooling system with surge tank.
___	3.11 Extended service coolant with inhibitor (Texaco Long Life or equal) protection -35° F.
___	3.12 Under hood muffler with deluxe cab corner post exhaust.
___	3.13 Cold weather starting aid.
___	3.14 Spin on coolant filter ( if recommended by engine manufacturer).
___	3.15 115/120 volt block heater.
___	3.16 Minimum 30 gallon fuel tank.
4.	<u>REAR AXLE</u>
___	4.1 Eight position steel rear wheels.
___	4.2 Flanged axle with inboard planetary final drive.
___	4.3 Electro-hydraulic differential lock capable of on the go engagement.
___	4.4 Minimum 400 lbs. rear wheel weights.

Meets Specs.  
Yes No

Company Name \_\_\_\_\_

5. **FRONT AXLE**

- |       |       |     |   |
|-------|-------|-----|---|
| _____ | _____ | 5.1 | Mechanical front wheel drive with drive shaft shield.                                     |
| _____ | _____ | 5.2 | Eight (8) position steel front wheels.  |
| _____ | _____ | 5.3 | Limited slip or operator controlled differential lock and outboard planetary final drive. |
| _____ | _____ | 5.4 | Minimum 10° axle oscillation.   |
| _____ | _____ | 5.5 | 50° to 55° turning angle.   |
| _____ | _____ | 5.6 | Manufacturer's standard power steering.   |
| _____ | _____ | 5.7 | Front weight support designed for quick attach front weights.                             |

6. **BRAKES**

- |       |       |     |  |
|-------|-------|-----|--|
| _____ | _____ | 6.1 | Hydraulic actuated.                          |
| _____ | _____ | 6.2 | Self-equalizing.                             |
| _____ | _____ | 6.3 | Wet disk type.                               |
| _____ | _____ | 6.4 | Foot operated, individual or simultaneously. |
| _____ | _____ | 6.5 | Self-adjusting.                              |

7. **TRANSMISSION AND TRACTION CLUTCH**

- |       |       |     |  |
|-------|-------|-----|--|
| _____ | _____ | 7.1 | Fully synchronized or powershift design with left hand controlled power shuttle. |
| _____ | _____ | 7.2 | Minimum 12 forward and 12 reverse gears.   |
| _____ | _____ | 7.3 | Wet disc self adjusting type traction clutch.                                    |
| _____ | _____ | 7.4 | Approximately 20 mph road speed.   |

8. **ELECTRICAL SYSTEM**

- |       |       |     |   |
|-------|-------|-----|---|
| _____ | _____ | 8.1 | 12 volt.                                |
| _____ | _____ | 8.2 | Minimum 1200 CCA heavy-duty battery.    |
| _____ | _____ | 8.3 | Minimum 90 amp alternator.              |
| _____ | _____ | 8.4 | Key locking starter switch.             |
| _____ | _____ | 8.5 | Circuit breaker and/or fuse protection. |

9. **LIGHTING**

- |       |       |     |  |
|-------|-------|-----|--|
| _____ | _____ | 9.1 | Two front halogen driving lights.                                |
| _____ | _____ | 9.2 | Four front halogen work lights.                                  |
| _____ | _____ | 9.3 | Two rear halogen work lights.                                    |
| _____ | _____ | 9.4 | Turn signals, hazard flashers and brake lights.                  |
| _____ | _____ | 9.5 | Wiring and switch for installation of roof mounted strobe light. |
| _____ | _____ | 9.6 | Interior dome light.   |

10. **HYDRAULIC SYSTEM**

- |       |       |        |  |
|-------|-------|--------|--|
| _____ | _____ | 10.1   | Minimum 17 GPM total system capacity.  |
| _____ | _____ | 10.2   | Minimum 17 GPM output at SCV couplers.   |
| _____ | _____ | 10.3   | Minimum 2000 psi. operating pressure.  |
| _____ | _____ | 10.4   | Three (3) rear selective control valves, with flow control and ISO push/pull couplers. |
| _____ | _____ | 10.4.1 | One of the three must be deluxe with selectable detent positions.                      |

**Meets Specs.**

Company Name \_\_\_\_\_

**Yes No**

- |     |     |        |   |
|-----|-----|--------|---|
| ___ | ___ | 10.5   | Loader preparation package to include:  |
| ___ | ___ | 10.5.1 | In console single lever control (joystick).   |
| ___ | ___ | 10.5.2 | Mid-mounted independent two function control valve with float position.               |
| ___ | ___ | 10.5.3 | Mid-mount couplers for easy removal and installation of loader and other attachments. |

11. **TIRES (approximate size)**

- |     |     |      |   |
|-----|-----|------|---|
| ___ | ___ | 11.1 | 12.4-24 R1 6 Ply front tires.   |
| ___ | ___ | 11.2 | 18.4-30 R1 8 Ply rear tires.  |
| ___ | ___ | 11.3 | One front and rear mounted tire and rim, same brand and model as tires supplied on tractor. |

12. **CAB AND OPERATORS STATION**

- |     |     |        |  |
|-----|-----|--------|--|
| ___ | ___ | 12.1   | Fully enclosed deluxe sound suppression, flat platform design factory cab.   |
| ___ | ___ | 12.2   | Isolation mounted.   |
| ___ | ___ | 12.3   | Operator's sound exposure with cab doors and windows closed shall not exceed 85 dba according to the latest Ansi/SAE standards.        |
| ___ | ___ | 12.3.1 | Please state decibel level in operators position per SAE standards under full load with doors and windows closed. _____ dba.           |
| ___ | ___ | 12.3.2 | Please state decibel level in operators position per SAE standards under full load with doors and windows open. _____ dba.             |
| ___ | ___ | 12.3.3 | Please state decibel level in bystanders position at 7.5 meters from middle side of unit per SAE standards under full load. _____ dba. |
| ___ | ___ | 12.4   | Four post ROPS structure incorporated into cab, meeting all current SAE standards.   |
| ___ | ___ | 12.5   | Two door design with non-skid right and left side entry steps and hand rails.  |
| ___ | ___ | 12.6   | Tinted safety glass throughout with operable side and rear windows.  |
| ___ | ___ | 12.7   | Deluxe seat complete as follows:   |
| ___ | ___ | 12.7.1 | Fore and aft adjustment.   |
| ___ | ___ | 12.7.2 | Weight adjustment.   |
| ___ | ___ | 12.7.3 | Height adjustment.   |
| ___ | ___ | 12.7.4 | Armrests.  |
| ___ | ___ | 12.7.5 | Retractable seatbelt.  |
| ___ | ___ | 12.8   | Tilt steering wheel.   |
| ___ | ___ | 12.9   | Anti-skid floor mat.   |
| ___ | ___ | 12.10  | High-output heater and air conditioner.  |
| ___ | ___ | 12.11  | AM/FM radio with weather band and clock.   |
| ___ | ___ | 12.12  | Interior mirror and right and left side exterior telescoping mirrors.  |
| ___ | ___ | 12.13  | Sun visor.   |
| ___ | ___ | 12.14  | Front and rear washers and wipers.   |
| ___ | ___ | 12.15  | Slow moving vehicle sign.  |
| ___ | ___ | 12.16  | Tool box.  |
| ___ | ___ | 12.17  | Back-up alarm.   |
| ___ | ___ | 12.18  | Warning horn.  |

Yes No

13. INSTRUMENTATION

- \_\_\_\_ 13.1 Electric fuel gauge.
- \_\_\_\_ 13.2 Tachometer/Hour meter.
- \_\_\_\_ 13.3 Oil pressure indicator light.
- \_\_\_\_ 13.4 Coolant temperature gauge.
- \_\_\_\_ 13.5 Alternator indicator light.
- \_\_\_\_ 13.6 Air restriction indicator light.
- \_\_\_\_ 13.7 Turn signal and hazard flasher indicator light.
- \_\_\_\_ 13.8 High beam indicator light.
- \_\_\_\_ 13.9 PTO engagement indicator.
- \_\_\_\_ 13.10 Key engine shut off.
- \_\_\_\_ 13.11 Instrument panel lights.

14. PTO AND 3-POINT HITCH

- \_\_\_\_ 14.1 540 independent wet clutch PTO with flip-up shield.
- \_\_\_\_ 14.2 Electro-hydraulic engagement.
- \_\_\_\_ 14.3 Neutral start safety switch.
- \_\_\_\_ 14.4 Category II 3-point hitch.
- \_\_\_\_ 14.5 Draft control sensing.
- \_\_\_\_ 14.6 Telescoping lower links.
- \_\_\_\_ 14.7 Lift link leveling system.
- \_\_\_\_ 14.8 Adjustable stabilizers.
- \_\_\_\_ 14.9 Adjustable center (top) link.
- \_\_\_\_ 14.10 Swinging draw bar.
- \_\_\_\_ 14.11 Minimum 4200 lb. lift capacity.

15. APPROXIMATE WEIGHT AND DIMENSIONS

- \_\_\_\_ 15.1 94 inch wheelbase.
- \_\_\_\_ 15.2 170 inch overall length.
- \_\_\_\_ 15.3 90 inch width (tires set in).
- \_\_\_\_ 15.4 20 inch ground clearance.
- \_\_\_\_ 15.5 105 inch ground to top of cab.
- \_\_\_\_ 15.6 9000 lb. operating weight.

16. WARRANTY AND DELIVERY

- \_\_\_\_ 16.1 Minimum five (5) year 3000 hour basic full warranty coverage.
- \_\_\_\_ 16.2 Warranty copies must accompany bids.
- \_\_\_\_ 16.3 An estimated time of delivery must accompany your bid proposal.  
Please be aware, the delivery date will be given consideration in awarding the bid.
- \_\_\_\_ 16.4 Delivery shall be F.O.B. Public Works/Utilities, Fleet Services Garage, 901 N. 6<sup>th</sup> Street, Lincoln, Nebraska 68508, Monday thru Friday 8:00 a.m. - 3:00 p.m.

17. MANUALS

- \_\_\_\_ 17.1 One (1) operators manual for each unit supplied.
- \_\_\_\_ 17.2 One (1) operators manual with complete order for shop use.
- \_\_\_\_ 17.3 One (1) parts manual or CD with complete order.
- \_\_\_\_ 17.4 One (1) service manual or CD with complete order.
- \_\_\_\_ 17.5 All manuals and/or CDs will be provided at the time of delivery.

Meets Specs.

Company Name \_\_\_\_\_

Yes No

18.	<u>OPTION</u>
____	18.1 Quick attach/detach factory loader complete as follows:
____	18.1.1 Self-leveling with quick change attachment feature and bucket level indicator.
____	18.1.2 Parking stands.
____	18.1.3 85" heavy-duty bucket with bolt on cutting edge.
____	18.1.4 11' 7" lift height.
____	18.1.5 3200 lb. lift capacity.
____	18.1.6 5200 lb. breakout force.
____	18.1.7 43" reach at maximum dump angle.
____	18.1.8 6" digging depth.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.



## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.